#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION

#### OF SOUTH CAROLINA

DOCKET NO. 2022-39-T – ORDER NO. 2022-320

MAY 20, 2022

IN	Application of NetMove Logistics,	)	ORDER GRANTING
RE:	LLC d/b/a NetMOVE for a Class E	)	CLASS E HOUSEHOLD
	(Household Goods) Certificate of	)	GOODS CERTIFICATE WITH
	Public Convenience and Necessity	)	STATEWIDE AUTHORITY
	for Operation of Motor Vehicle	)	
	Carrier	)	

#### I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of NetMove Logistics, LLC d/b/a NetMove (hereinafter referred to as "NetMove" or "Applicant"). By its Application, NetMove requests a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a statewide basis.

#### II. PROCEDURAL HISTORY

NetMOVE, a limited liability company, filed its Application with the Commission on January 18, 2022. By revised letter dated January 26, 2022, the Clerk's Office of the Commission instructed NetMOVE to publish the Notice of Filing ("Notice") in newspapers of general circulation. Among other things, the Notice provided information regarding the Application and advised any person who desired to participate as a party of record that a Petition to Intervene must be filed by February 25, 2022. Notice was timely published. No person intervened as a party of record.

The evidentiary hearing was held virtually on April 26, 2022, with the Honorable Justin T. Williams presiding in the hearing room. The Applicant was represented by Charles L.A. Terreni, Esquire. The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2021), was represented by C. Lessie Hammonds, Esquire.

#### III. EVIDENCE OF RECORD

NetMOVE is a Georgia limited liability company formed on January 8, 2019. The company's President is David Thurston. Applicant was granted authority to transact business in South Carolina on December 29, 2021. NetMOVE is certified to provide intrastate transportation of household goods in Georgia and North Carolina and is also licensed to provide interstate moving services by the Federal Motor Carrier Safety Administration.

NetMOVE called its President, David Thurston, and its Vice President for North Carolina operations, Ben Lesnefsky, to testify in support of its application.

Mr. Thurston testified that NetMOVE has sufficient assets to operate in South Carolina and has no debt. While the company will initially operate from the Charlotte office, Mr. Thurston would eventually like to open an office in South Carolina. Mr. Thurston confirmed NetMOVE has adequate insurance and is in good standing in the states in which it operates. There are no outstanding judgments or court orders against the Applicant.

Mr. Lesnefsky has run NetMOVE's office in Charlotte, North Carolina for three years. He stated people frequently inquire of NetMOVE about moving household goods between points and places in South Carolina, and NetMOVE would like to serve them. Mr.

Lesnefsky confirmed the company owns the seven vehicles listed in the application, and it has fifteen employees in Charlotte. NetMOVE runs background checks on all new hires, and its drivers must be approved by the company's insurer. The company trains employees in a staged area, where they are taught to pack, assemble, disassemble, and move items. Mr. Lesnefsky testified NetMOVE will primarily rely on word-of-mouth recommendations, particularly referrals from realtors, to market its services.

Mr. Lesnefsky also testified about the company's South Carolina tariff and bill of lading and demonstrated his familiarity with both. Mr. Lesnefsky stated NetMOVE understands the difference between the laws and regulations governing South Carolina's and North Carolina's tariffs, and he assured the Commission the company will follow South Carolina's rules when operating in the state. After the hearing, on April 27, 2022, NetMOVE submitted a late-filed exhibit correcting the pagination of its proposed tariff.

On April 22, 2022, NetMOVE moved to present shipper witness testimony of David Scibor by affidavit. The Hearing Officer granted this request by Order No. 2022-39-H. Mr. Scibor is a real estate agent with Keller Williams and has worked in both North and South Carolina since 2016. Mr. Scibor testified South Carolina's housing market is strong. Mr. Scibor is frequently asked to recommend movers of household goods, and it's challenging to find qualified movers who are dependable and experienced. He would like to add NetMOVE to the list of companies he recommends for moving services and believes the public interest would be served by granting NetMOVE's application.

ORS did not prefile testimony in this docket. By letter dated April 25, 2022, ORS stated it is "of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann.

Regs. 103-133 (2012)."

#### IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs. 103-133 (2012) is entitled "Proof Required to Justify Approving an Application" and for household goods applications, provides as follows:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant a Class E

c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

#### V. DISCUSSION

Based upon the evidence of record, NetMOVE has demonstrated it is fit, willing, and able to provide and properly perform the proposed services. Mr. Thurston testified there are no outstanding judgments pending against the Applicant, and Mr. Lesnefsky certified NetMOVE is familiar with and will comply with all statutes and regulations governing for-hire motor carrier services. This satisfies the "fitness" requirement.

"Able" was demonstrated by the Applicant providing evidence of having vehicles necessary to provide the services for which Applicant is applying. The Applicant has also provided insurance quotes for its equipment, which indicates the Applicant is aware of the Commission's insurance requirements and the costs associated therewith. Further, the Applicant has experience as a household goods mover.

Having demonstrated NetMOVE is "fit" and "able" to provide the proposed service, filing the application satisfies the company's "willing" requirement.

The Applicant has also met the public convenience and necessity requirement. Mr. Scibor, a real estate agent of six years, testified to the difficulty he encounters when recommending movers who are dependable and experienced.

#### VI. FINDINGS OF FACT

After review of the application and all of the evidence in the record, the Commission makes the following findings of fact:

- 1. The Commission finds that NetMOVE's Application was properly filed with the Commission, and the Applicant is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
- 2. The Commission finds there are no outstanding judgments pending against NetMOVE. Further, the Applicant is financially fit to carry out the proposed carrier services described in its Application.
- 3. The Commission finds NetMOVE owns vehicles to provide the service described in its Application. Further, NetMOVE supplemented its Application with an insurance certificate. NetMOVE is able to appropriately perform the service described in its Application.
- 4. The Commission finds that by submitting its Application, NetMOVE has demonstrated it is willing to appropriately perform the proposed service.
- 5. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.
- 6. No party intervened or presented evidence in opposition to the evidence presented by NetMOVE and ORS.
- 7. NetMOVE is fit, willing, and able to perform the service it proposes, and the Application should be approved.

8. NetMOVE provided a proposed Tariff and Bill of Lading, which are attached as Order Exhibit 1 and 2 respectively. We find both are appropriate and should be approved.

#### VII. CONCLUSIONS OF LAW

- 1. The Commission concludes that NetMOVE has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).
- 2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).
- 3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to NetMOVE.
- 4. The Commission concludes that the proposed Tariff and Bill of Lading, which are attached as Order Exhibit 1 and 2 respectively, are appropriate and should be approved.

#### VIII. ORDERING PROVISIONS

#### IT IS THEREFORE ORDERED:

- 1. The Application of NetMove Logistics, LLC d/b/a NetMOVE for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.
- 2. NetMOVE's Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

- 3. NetMOVE, for the duration of operating pursuant to this Class E (Household Goods) Certificate of Public Convenience and Necessity, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.
- 4. NetMOVE shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by sections 58-23-10 *et seq.* of the South Carolina Code of Laws (2015), as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.
- 5. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to NetMOVE authorizing the motor carrier services granted herein.
- 6. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.
- 7. Failure of NetMOVE to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be

deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

- 8. Should NetMOVE fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the Docket will be closed.
- 9. NetMOVE shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31st of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).
- 10. NetMOVE shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the form: <a href="https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf">https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf</a>. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-540 (2015), and 58-4-60 (Supp. 2021).

11. This Order shall remain in full force and effect until further order of the Commission.

#### BY ORDER OF THE COMMISSION



Florence P. Belser, Vice Chair Public Service Commission of South Carolina Order Exhibit 1

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NetMove Logistics, LLC d/b/a NetMOVE ("NetMOVE")

# SCHEDULE OF CHARGES APPLICABLE TO HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

**TARIFF** 

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## **SECTION I**

**RULES** 

**AND** 

**REGULATIONS** 

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#### **RULE 1**

DIT !

#### APPLICATION OF TARIFF

This tariff is applicable only on intrastate traffic, i.e. traffic having origin and destination within the State of South Carolina of NetMove Logistics, LLC d/b/a NetMOVE ("Carrier").

#### **RULE 2**

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**RULE 3** 

#### SCOPE AND APPLICATION OF TARIFF

Subject to the rules and regulations contained in Section I, the rates and charges shown in Sections II, III, and IV are the rates and charges to be assessed by the carrier governed by this tariff, for all movements of household goods within South Carolina.

#### **RULE 4**

#### COMMODITY DESCRIPTION

Household goods, as used in connection with transportation, means personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is arranged and paid for by the householder or another party.

#### RULE 5

#### REISSUED ITEMS OR PAGES

References made herein to items, rules, or pages in this tariff include reference to reissue of such items, rules, or pages.

#### RULE 6

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#### **RULE 7**

#### VALUATION

- (A) As used in this tariff, the phrases, "released value", "declared value", "value declared by shipper", and "lump sum value" shall have the same meaning.
- (B) On any shipment where the transportation charge is based on weight and distance and/or hourly rated movements pursuant to the provisions of this tariff, the carrier's maximum liability shall be either \$.60 per pound for the actual weight of any lost or damaged article or articles. Additional coverage is available upon request.
- (C) The released value and the carrier's maximum liability (whether loss or damage occurred from carrier negligence), as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.

#### **RULE 8**

## LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

- (A) Ready to Assemble Furniture is defined as meaning furniture manufactured from press board, particle board, engineered wood or similar materials which is shipped from the manufacturer in a knocked down (KD) or knocked down flat (KDF) condition to be assembled by the retail store, reseller, or end-user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, unrepairable damage.
- (B) When a shipper elects to ship an article as defined above, and notwithstanding the language contained in the Notice below, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.
- (C) Prior to the movement of a shipment of household goods, the carrier shall give the shipper a notice containing the language outlined below and receive back the original signed copy.

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#### **NOTICE**

## LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from press board, particle board, and/or engineered wood is designed to go into a box from the manufacturer to the retailer, and then to the customer <u>unassembled</u>. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually, chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, unrepairable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.

	SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE	DATE
	Shipper, owner, or consignee must select Option 1, 2, or 3.	
to the placed is	[] Option 3 I/we am/are tendering furniture constructed of pengineered wood fully assembled as a part of our move. I/we understand press board, particle board, and/or engineered wood furniture may be open the fact that fully assembled press board, particle board, and/or ently susceptible to damage as outlined above.	d that any claim for damage lenied due to inherent vice
all resp	[] Option 2 I/we have engaged the services of another mble all press board, particle board, and/or engineered wood furniture ponsibility for damage which may occur to the press board, particle board during the disassembly of the unit(s).	prior to move. I/we assume
board, furnitu	particle board, and/or engineered wood furniture which may occur du	ring the disassembly of the
and or	engineered wood furniture prior to move. I/we assume all responsibil	ity for damage to the press

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#### RULE 9

#### ARTICLES OF EXTRAORDINARY VALUE

The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom, which are not specifically listed on the bill of lading or otherwise listed and inventoried.

#### **RULE 10**

#### **INSURANCE**

The cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.

#### **RULE 11**

#### **PAYMENTS**

- (A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with the rules and regulations of the South Carolina Public Service Commission.
- (B) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.
- (C) Subject to the foregoing paragraphs, provisions for payment of charges on storage-in-transit shipments are contained in Rule 48 (Storage-In-Transit).
- (D) A finance charge of 1% per month will apply to payments made after thirty (30) days from date of invoice.
- (E) Carrier may accept credit or debit cards. The processing fee for these transactions may be passed on to the shipper. Carrier will only charge up to the amount their credit card processing company charges the carrier for the individual transaction. The credit card processing fee will be listed on the bill of lading.

#### **RULE 12**

#### REGULAR HOURS OF SERVICE

Regular hours for service shall be between 8:00 a.m. and 5:00 p.m. on each day of the week except Saturdays, Sundays, and legal holidays (national, state, or municipal). Delivery will be tendered during regular hours of service unless agreed to otherwise by carrier and shipper.

**RULE 13** 

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**RULE 14** 

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**RULE 15** 

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**RULE 16** 

#### MILEAGE AND APPLICATION

(A) Except as otherwise provided herein, where rates herein are based on mileage, the applicable distance or mileage shall be computed based on odometer readings or an online map application such as Google Maps, or Apple Maps.

**RULE 17** 

#### HOURLY RATE TRANSPORTATION APPLICATION

In calculating transportation on shipments moving for a ratemaking distance of thirty-five (35) miles or less, the hourly rates as shown in Section II shall apply. In no event are the rates for transportation charges in Section III applied on hauls of thirty-five (35) miles or less. The distance between origin loading and destination unloading shall be used as the basis for all ratemaking.

#### **RULE 18**

#### DISPOSITION OF FRACTIONS AND PARTS OF HOURS

Dispose of fractions in computing a charge by omitting fractions of less than one-half of one cent and increase fractions of one-half of one cent and greater to the next whole cent. Fractions of an hour on charges based on hourly rates will be disposed of as follows: Where the time involved is 15 minutes or less, the charge shall be for one-quarter (1/4) hour. When in excess of the 15 minutes but not more than 30 minutes, the charge shall be for one-half (1/2) hour. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three-quarters (3/4) hour. When in excess of 45 minutes and not over one hour, the charge shall be for one (1) hour.

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#### **RULE 19**

#### **COMPUTING CHARGES**

- (A) Except as otherwise provided herein, weight and distance rates in this tariff are stated in dollars and cents per 100 pounds, and total charges shall be computed by multiplying the weight of each shipment by the rate shown per 100 pounds, except as provided in paragraph (B) of this rule. When a shipment is transported a distance in excess of 800 miles, charges shall be computed as follows: (1) First find the rate for 800 miles in the applicable table of rates (Section III); (2) Next find the rate for the excess distance over 800 miles in the same table of rates; (3) Add the above two rates together to get the through rate per 100 pounds to apply on entire shipment.
- (B) Transportation charges based on actual weight of the rate provided thereof shall not exceed charges based on the next higher minimum weight at the rate provided for such higher minimum weight. The weights shown under columns headed "Break Point" in Section III are the weights at which a lower charge develops by use of minimum weight and applicable rate shown in the next higher weight bracket.
- (C) Hourly charges will be computed by applying the proper hourly rate contained in Section II to the actual number of hours required to accomplish the move. All hourly jobs shall have a minim of 3 hours labour charged, even if the actual time worked is less than 3 hours.

#### **RULE 20**

#### MINIMUM WEIGHT CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 5000 pounds shall be accepted only at a weight of 5000 pounds and applicable rates and charges based on weight shall be subject to 5000 pound minimum.

#### **RULE 21**

#### COMPLETE OCCUPANCY OF VEHICLE

- (A) Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space. (See Rule 26 Display of Van Space).
- (B) Bill of Lading to be marked or stamped:

COMPLETE OCCUPANCY OF A VEHICLE	
SHIPMENT MOVING AT WEIGHT OF	POUNDS
ACTUAL WEIGHT	POUNDS

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#### **RULE 22**

#### **MOVEMENT OF EMPTY VEHICLES**

(A) A shipper having one or more shipments and desiring to continue movement of all such shipments may request the empty movement of equipment from destination to point of origin of next shipment for further loading subject to the availability of equipment and at charges shown in Section IV, Item 11 (Empty Mileage Charge). The empty movement of equipment shall be ordered in writing at the time shipments are accepted for transportation.

#### **RULE 23**

#### **EXCLUSIVE USE OF A VEHICLE**

- (A) Subject to the availability of equipment, a shipper may order use of a vehicle of specific cubic capacity for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:
  - 1. If the capacity of vehicle ordered is 1,000 cu. ft. or less, the minimum charge shall be based on 7,000 pounds.
  - 2. If the capacity of vehicle ordered is in excess of 1,000 cu. ft., the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered.
- (B) If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Rule 26 Display of Van Space)
- (C) Bill of Lading to contain the following language:

Exclusive Use of a	_cu. ft. vehicle (Minimum 1,000 cu. ft.)
Shipment Moving atlbs.	_ ` ` ,
Actual Weight oflbs.	
Signature of Shipper or Agent:	

#### **RULE 24**

#### SPACE RESERVATION FOR A PORTION OF VEHICLE

(A) Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu. ft., and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

300 cu. ft. or less.	2,100 pounds	
More than 300 cu.	ft	nit ordered

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(B) Bill of Lading to contain the following language:
Space Reservation ofcu. ft. (Minimum 300 cu. ft.)  Shipment Moving at lbs.  Actual Weight of lbs.  Signature of Shipper or Agent:
RULE 25
EXPEDITED SERVICE
<ul> <li>(A) Expedited Service used herein means tendering delivery of a shipment on or before a specified date subject to the following minimum weights:</li> <li>a. Less than 4,000 lbs. and moving a distance of 80 miles or less;</li> <li>b. Less than 5,000 lbs. and moving a distance of 81 miles and not more than 150 miles;</li> <li>c. Less than 8,000 lbs. and moving a distance of 151 miles or more.</li> </ul>
(B) Subject to availability of equipment for the particular service desired, shippers may obtain expedited service on shipments of less than the weights described in (A) above, and transportation charges shall be computed on the basis of applicable minimum weight above and tariff rates applicable to such minimum weights. The carrier shall not be required to provide exclusive use of vehicle under this rule. For exclusive use of vehicle, refer to Rule 23 (Exclusive Use of a Vehicle).
(C) Bill of Lading to contain the following language:
Expedited Service ofmiles Shipment Moving atlbs. Actual Weight oflbs. Signature of Shipper or Agent:
(D) Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on o before the delivery date, this rule shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.
(E) Valuation shall be at actual weight.
RULE 26
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RULE 27
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RULE 28

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#### RULE 29

TION

#### **BASIS OF WEIGHT**

- (A) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh-master and on a certified scale. When so weighed, the gasoline tank on each such vehicle shall be full, and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment.
- (B) After the vehicle has been loaded, it shall be weighed, without the crew thereon, prior to delivery of the shipment; and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is available, the constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the bill of lading.

In the transportation of part loads, this rule shall apply in all respects, except the gross weight of the vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and a part load for any one shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.

- (C) All tare, gross, actual, or constructive weights shall be properly certified to by the person or persons who ascertained such weights.
- (D) The carrier, upon request of shipper, owner, or consignee made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges. There will be a charge to the shipper if the reweigh results in a net scale weight in excess of the initial net scale weight or if the difference between the initial net scale and the reweigh net scale weight is less than 100 pounds on a shipment weighing 5,000 pounds or two percent or less of the lower net scale weight on shipments in excess of 5,000 pounds.

NOTE: For reweighing charges see Section IV, Item 15 (Reweighing Charge).

#### **RULE 30**

#### COMPLETE ARTICLE

Each shipping piece or package and contents thereof shall constitute one article, except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Rule 7 (Valuation).

NOTE: When an entire shipment is transported in containers, lift vans, or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

The following examples identify carrier's maximum liability if moving at \$.60 per pound per article.

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- 1. Bed assembly, weight 100 pounds headboard lost or damaged, weight 50 pounds. Carrier's maximum liability for loss or damage to the headboard would be \$.60 times 100 pounds (weight of total bed assembly) or \$60.00
- 2. Barrel of dishes, weight 50 pounds several dishes broken weighing 2 pounds. Carrier's maximum liability for broken dishes within the barrel would be \$.60 times 50 pounds or \$30.00.
- 3. Carton or package, weight 60 pounds fishing reel missing, weight 1 pound. Carrier's maximum liability would be \$.60 times 60 pounds or \$36.00.

#### **RULE 31**

#### Intentionally left blank

#### **RULE 32**

#### PREPARATION FOR SHIPMENT

(A) Unless otherwise provided, articles tendered for transportation must be in such condition and so prepared for shipment as to render the transportation thereof reasonably safe and practicable.

#### Packing to Be Accomplished by Shipper or Carrier

(B) Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or their agent, or the carrier will perform this service at the request of and for the account of the shipper, as provided in Section IV, Item 1 (Packing and Unpacking) and Item 2 (Overtime Packing and Unpacking). When performing their own packing (PBO), the shipper and/or their appointed agent, shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any PBO carton to verify contents. Carrier will not be liable for damages occurring on PBO cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

#### **Protection By Carrier**

(C) Unless otherwise provided, articles having surfaces liable to damage by scratching, marring, or chafing, but of sufficient strength to allow other articles to be packed against or on top of same in a manner which will make transportation of the entire shipment reasonably safe and practicable if protected by sufficient wrapping, will be wrapped at time of loading in furniture pads, covers, burlaps, or wrappers which are part of the carrier's regular equipment. The cost of this service is included in transportation rates named in tariff.

#### **Musical Instruments**

(D) Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, trombones, drums, or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in paragraph (C) of this rule, must be packed in the instrument's own case or other adequate container.

#### **Containers Required**

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(E) Bedding, books, carpets, rugs, china, glassware, pottery, silverware, statuary, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles of less than one cubic foot displacement must be packed and tendered to the carrier in barrels, boxes, cartons, wrapped bundles, or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength so that the use of such containers will render transportation of contents reasonably safe.

#### **Fragile Articles**

(F) Fragile articles such as showcases, wall cases, cameos, works of art, scenery, lighting fixtures, linoleums, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, antiques, and other similar articles which are easily broken or damaged, or articles upholstered or covered with material or fabric of a delicate nature or color, or other articles with delicate finishes which are easily soiled, torn, or damaged, must be fully protected by boxing, crating, or wrapping.

#### Mechanical Equipment

(G) Equipment and articles such as washing machines, refrigerators, ironers, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, victrolas, and/or other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in paragraph (C) of this rule, must have all motors, mechanical parts, and ornaments securely fastened, bolted, or tied in a manner to prevent loss, damage, or impairment of functions.

#### **Secureness of Containers**

(H) Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers. Any articles that are easily broken or having surface liable to damage by chafing must be protected within the authorized shipping containers by or with liners, partitions, wrappers, excelsior, straw, or other packing materials which will afford adequate protection against breakage or damage.

#### **Carrier Not Obligated To Accept**

(I) Tender for shipment of an article not protected by packing, crating, wrapping, or servicing does not obligate the carrier to accept an article so offered for transportation when such protection is reasonably necessary for the safe transportation of the articles.

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#### **Machinery and Equipment**

(J) Equipment or machinery such as X-ray, photographing, lithographing, printing equipment, adding machines, accounting, card punching, sorting, or tabulating machines, addressing, imprinting or mailing machines, air filtering machines, bookkeeping machines, typewriters and computing machines, and other similar equipment or machinery, must be fully protected by boxing, crating, or wrapping, except when such articles can be transported in a safe, practicable manner by wrapping with carrier's regular equipment as described in paragraph (C) of this rule, such protection will be furnished as part of the carrier's regular service.

#### RULE 33

#### ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- (B) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.
- (C) The movement of LP/propane tanks is prohibited, unless said tanks have been serviced/purged and plugged by professional gas service and labeled as such.

#### **RULE 34**

#### MARKING AND PACKING

- (A) Articles of fragile or breakable nature must be properly packed.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or their agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or their agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- (D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier will arrange to have such articles properly packed at charges as shown in this tariff.

#### **RULE 35**

#### SERVICING SPECIAL ARTICLES

(A) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include servicing (using a device to secure washer) or disconnecting washers, dryers, or icemakers. It is the shipper's responsibility to have all such articles serviced and disconnected prior to loading. Shipper

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has the option to: (1) take responsibility for these services and hold carrier harmless; (2) have carrier perform these services at the published tariff rates per article as set forth in Section IV, Item 5 (Household Appliances or Other Articles Requiring Special Servicing for Safe Transportation), provided carrier has the qualified personnel; (3) have carrier contract with a third party company to perform these services and shall be paid by the shipper as set forth in Rule 44 (Third Party Charges).

(B) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, or unloading of any single article weighing 400 pounds or more. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services, upon request of the shipper, may be provided by the carrier at charges as shown in this tariff in Item 6 (Bulky Articles, Loading/Unloading Charges, Wgt. Additives). When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

#### **RULE 36**

#### IMPRACTICABLE OPERATION

The carrier shall not be obligated to perform pickup or delivery or render any service at a place or places from or to which it is impracticable to operate vehicles because of:

- (1) The condition of roads, streets, driveways, alley, or approaches thereto.
- (2) Inadequate loading or unloading facilities.
- (3) Any riot, strike, picketing, or other labor disturbance.

#### **RULE 37**

#### IMPRACTICAL PICKUP/DELIVERY OR AUXILIARY SERVICE

- (A) When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery directly from transporting vehicle due to inaccessibility of the building, its structure, or the nature of an article or articles included in the shipment, the carrier may place the shipment or any part thereof not reasonably possible of delivery, in storage at the nearest available warehouse of the carrier, or a commercial warehouse to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse; and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of the warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse (and later delivery to a final destination shall constitute a new shipment). The transportation shall be based upon the total mileage computed from origin to final destination via initially billed destination.
- (B) At the option of the shipper, owner, or consignee delivery will be tendered to shipper, owner, or consignee at the nearest point of approach to desired location, or if possible to accomplishment and by order of the shipper, owner, or consignee, delivery will be effected by auxiliary means from the transporting vehicle to desired location at an additional charge.

NOTE: This rule also applies to impractical pickups.

**RULE 38** 

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#### HOISTING SERVICE

- (A) Hoisting service will be performed only at points where carrier possesses necessary equipment and experienced personnel to properly perform such service, weather conditions permitting. Otherwise, upon request of shipper, consignee, or owner of the goods, the carrier will endeavor to arrange for qualified service, if available, at the expense of shipper, consignee, or owner of the goods. The carrier may advance the amount necessary to perform the service, which is to be reimbursed to the carrier upon presentation of the paid bill thereof. The carrier will not be responsible for damage to shipment or property in instances where it does not perform the service with its own personnel.
- (B) In the event that qualified service is not available, the carrier may deposit that part of the shipment requiring hoisting in the nearest available warehouse, subject to a lien for all lawful charges, and the shipment shall be considered as having been delivered.

#### RULE 39

#### HANDLING AND STORAGE

Except as otherwise provided herein, the rates for transportation include the disassembling of set-up pieces of furniture at their location in the establishment of owner, the physical handling from such location to the van, storage of same within the van body, unloading of goods at destination, handling of same to place in establishment designated, and the setting up of pieces of furniture which were disassembled at origin, provided: if the shipment is delivered to or picked up at a warehouse, the rate for transportation includes only the unloading and loading at the door, platform, or other point convenient or accessible to the vehicle at the warehouse.

NOTE: See Rule 8 (Limitation of Liability on Ready to Assemble Furniture Made from Press Board, Particle Board, and Engineered Wood).

#### **RULE 40**

#### Intentionally left blank

#### **RULE 41**

#### REMOVAL OR PLACEMENT OF PROPERTY FROM/TO INACCESSIBLE LOCATIONS

- (A) It is the responsibility of the shipper for removal or placement from or to attics, basements, and other locations, and to make property available to the carrier where the location of property and goods to be shipped or delivered is: (1) not accessible by a permanent stairway (does not include disappearing staircases or ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor; and (4) does not allow a person to stand erect.
- (B) If the shipper or owner requests and the carrier agrees to removal or placement from or to such areas not readily accessible, Section IV, Item 4 (Labor Charges) will apply for this service.

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#### **RULE 42**

#### EXTRA PICKUP OR DELIVERY

Portions of a shipment may be picked up at more than one place and delivered to more than one place. Charges will be for total weight of entire shipment for total distance from first point of pickup to final point of delivery, plus additional service charges applicable to each portion of the shipment (see Section IV, Item 7 – Extra Pickup or Delivery). The total charges for picked up and delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

NOTE: This rule not applicable in connection with hourly rated shipments.

#### **RULE 43**

#### ADVANCING OF CHARGES

- (A) Upon request of shipper, owner, consignee, or agent thereof, charges incidental to the transportation of household goods, including such charges as cartage, storage, packing, *valuation*, etc., and charges for warehousing which have accrued against shipment, payment of which is necessary in order for carrier to obtain possession of the shipment, may be advanced by the carrier.
- (B) Charges advanced by the carrier under this rule are in addition to all other charges provided in this tariff and shall be paid by consignee as set forth in Rule 11 (Payments).

#### **RULE 44**

Intentionally left blank.

#### **RULE 45**

#### WAREHOUSE PICKUP AND DELIVERY

- (A) Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unload*ing* or loading at door, platform, or other point convenient or accessible to the vehicle.
- (B) When the carrier enters a warehouse, including self-storage/mini-storage locations, at the shipper's request to remove items stored from or place items into the warehouse space rented by the shipper, Section IV, Item 4 (Labor Charges) will apply.

#### **RULE 46**

#### **DIVERSION OF SHIPMENTS**

(A) Upon instructions made or confirmed in writing by the consignor, consignee, or owner, a shipment will be diverted subject to the following provisions:

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- (B) The term diversion as used herein means:
  - (1) A change in the name of the consignor.
  - (2) A change in the name of the consignee.
  - (3) A change in the destination.
  - (4) A change in the route.
  - (5) Any other instructions given which are necessary to effect delivery and requiring any addition to or a change in billing or an additional movement of the shipment, or both.
- (C) When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of the carrier or its employees.
- (D) Charges on a shipment which has been diverted will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement, plus the charges as provided for in Section IV, Item 12 (Diversion Charge).

#### **RULE 47**

#### **CONSOLIDATED SHIPMENTS**

- (A) Property of two or more families or establishments will not be accepted for transportation as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.
- (B) The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

#### **RULE 48**

#### STORAGE-IN-TRANSIT

- (A) Storage-in-transit of shipments covered by this tariff is the holding of the shipment in the warehouse owned by the carrier or in a public warehouse with which the carrier has a long-term lease agreement for storage, pending further transportation, and will be affected only at the specific request of the shipper. Carriers providing storage-in-transit are required to file proof of insurance for such storage with their Annual Report.
- (B) Subject to Rule 11 (Payments), payment for accumulated transportation and other lawful charges, at the option of the carrier, may be required from the consignor or consignee at time storage-in-transit shipment is delivered to the storage warehouse.
- (C) Except as otherwise provided in paragraph (D), shipments moving under this rule may be stored only once and for a period not to exceed one hundred eighty (180) days from date of unloading into the warehouse. At the expiration of the 180-day period, the intrastate character of the shipment will cease, and the shipment will revert to permanent storage. The warehouse shall be considered the destination of the shipment; the warehouseman shall be agent for the shipper; and the property shall then be subject to the rules, regulations,

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and charges of the warehouseman. When a shipment remains in storage after expiration of the sixty (60) days, all accumulated carrier charges must be paid as follows:

- 1. Transportation charges for pickup or delivery as provided in paragraph (E).
- 2. Storage charges for sixty (60) days as provided by this tariff.

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- 3. Additional services, advances, or other lawful charges, if any.
- (D) When, during any one of the 30-day periods within the storage-in-transit period provided herein, the shipper has given notice for final delivery of the shipment on a date fifteen (15) days prior to the expiration of such 30-day period, and the carrier, by no fault of the shipper, fails to provide transportation within such 30-day period, storage-in-transit or storage charges shall not apply beyond such 30-day period unless shipper cancels or rescinds order for final delivery. All other provisions under the tariff will continue in effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.
- (E) The transportation charges to apply on shipments stored in transit under this rule and forwarded from warehouse will be (a) the applicable tariff rate from initial point of pickup to warehouse, and (b) the applicable tariff rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point, viz:
  - 1. When storage-in-transit is accorded at point of origin or destination, the pickup or delivery transportation rate for distances of thirty-five (35) miles or less will be as shown in Section IV, Item 14 (Pickup or Delivery Transportation Rates to Apply on Storage-In-Transit Shipments).
  - 2. When storage-in-transit is accorded at any other point, the pickup or delivery transportation rate for distances beyond thirty-five (35) miles will be as shown in Section III and mileage determined as provided by effective mileage guide.
- (F) Shipper or owner, upon proper notice in writing to the carrier before departure of the shipment, may change destination originally shown on the bill of lading. When the destination of the shipment is changed, such change must be recorded on the bill of lading. When the intrastate character of the shipment is terminated at the warehouse before the expiration of the time limit specified in paragraph (C), the transportation and other lawful charges shall apply in identical manner as provided in paragraph (C).
- (G) When a storage-in-transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:
  - 1. An itemized list of the shipment with the bill of lading number noted thereon.
  - 2. Point of origin and destination.
  - 3. Condition of each article when received at and forwarded from the warehouse.
  - 4. The dates when all charges, advances, or payments were made or received.
  - 5. Dates shipment was delivered into and forwarded from the warehouse.
- (H) During the storage-in-transit period, shipper may withdraw a portion of the property, provided that all accrued charges on the shipment are paid prior to such withdrawal, except as provided by Rule 11 (Payments). Such portion shall be weighed to determine the weight of the remaining storage-in-transit shipment. When the selection of the items to be withdrawn requires unstacking and/or restacking of the shipment, charges for such handling shall be assessed in accordance with Section IV, Item 4 (Labor Charges). Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on

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the same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment which remains in the warehouse, the shipper may elect in writing to terminate the storage- intransit service and place the remaining property in storage with the warehouseman in possession, in which event the warehouse shall be considered the destination of the shipment. If the shipper elects to have remaining portion remain in storage-in-transit, the following shall be applicable:

- 1. Storage charges, if any, for the balance of the storage-in-transit period, shall be assessed on the same basis as would apply to that remainder as an individual shipment.
- 2. Charges for transportation furnished, if any, for delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment.

NOTE: The transportation rates and charges applicable to shipments stored in transit are those in effect on the date of the original shipment.

#### **RULE 49**

#### PUBLIC WAREHOUSE DELIVERY

When goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be so noted on the bill of lading. The liability on the part of the carrier will cease when the shipment is unloaded at the warehouse. The shipment will be stored in the name of the owner, shipper, or consignee, subject to a lien for transportation and other lawful charges.

#### **RULE 50**

#### **OVERFLOW**

When a shipment is so loaded that one or more vehicles are loaded to capacity and an overflow remains which does not require the full capacity of another vehicle, such overflow will be charged for the actual weight and at the applicable rate or rates of the combined weight of the total shipment.

#### **RULE 51**

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#### **RULE 52**

#### **CLAIMS**

- (A) Any claim for loss, damage, or overcharge shall be in writing and filed with carrier within thirty (30) days. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid bill for transportation and original bill of lading, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- (B) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in original package.
- (C) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding the actual cash value of the property at time and place of loss, but in no event to exceed the released value as declared by the shipper as determined under Rule 7 (Valuation).
- (D) The carrier shall not be liable for loss or damage occurring after the property has been delivered to and receipted for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (E) When the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (F) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement, or recovering of the entire set, but in no event to exceed the released value as declared by the shipper as determined under Rule 7 (Valuation).

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### **SECTION II**

# Hourly Rates for Moves of 35 Miles and Less

Rule 53 Hourly Charges

Rule 54 Hourly Packing and Unpacking Charges at Time of Move

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#### SECTION II HOURLY TRANSPORTATION CHARGES

#### **RULE 53**

**HOURLY CHARGES.** On shipments as defined in Rule 17 (Hourly Rate Transportation Application), the following hourly rates and other charges shown herein shall apply:

Regular Tir	ne	Overtime						
(See Rule 12, Regular	Hours of Service)	(See Rule 12, Regular Hours of S	ervice)					
MANI O A MONTEDO	<b>#1 7 0</b>	MANUA A MAMPINA	<b>.</b>					
VAN & 2 MOVERS	\$150	VAN & 2 MOVERS	\$ 190					
VAN & 3 MOVERS	\$190	VAN & 3 MOVERS	\$250					
VAN & 4 MOVERS	\$235	VAN & 4 MOVERS	\$310					
VAN & 5 MOVERS	\$280	VAN & 5 MOVERS	\$370					
Each addtl mover	\$45	Each addtl mover	\$60					

The time shall be charged beginning with arrival of van and crew at shipment's origin and ending at completion of all carrier's services at shipment's destination. All jobs shall have a minimum of 3 hours labor. NOTE: A maximum of one (1) hour travel time for each 50 miles traveled, *or fraction thereof*, may be added to the chargeable time.

NOTE: Where additional movers and equipment are to be so used, the number of vans and/or additional movers to be used shall be agreed to by shipper in writing prior to the move.

#### **RULE 54**

#### HOURLY PACKING AND UNPACKING CHARGES

SERVICES PERFORMED: When packing and/or unpacking services are requested by the shipper or agent and carrier furnishes packing materials and performs packing and/or unpacking services using van crew at any time during the move, charges for containers furnished by the carrier will be those charges in Section IV, Item 1 (Packing Container Charges).

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## **SECTION III**

# Weight & Distance Rates for Moves Over

35 Miles

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### SECTION III DISTANCE TRANSPORTATION RATES

#### **RULE 55**

#### **RATES APPLY AS FOLLOWS:**

Shipments released to a value not exceeding \$.60 per pound per article.

Shipments transported between all points in the State of South Carolina EXCEPT shipments moving under provisions and/or charges in Section II.

Rates are in dollars and cents per 100 pounds applied to actual weight and include loading and unloading and the actual movement or transportation of property from origin to destination. Rates do not include Additional Services and Charges detailed in Section IV. Minimum weight for all moves will be no less than 5,000lbs.

Break Point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

	500		1000		2000		5000		8000		12000		16000
	TO		TO		TO		TO		TO		TO		LBS
	999	BREAK	1999	BREAK	3999	BREAK	7999	BREAK	11999	BREAK	15999	BREAK	AND
MILES	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	OVER
36-50							33.40	6285	26.25	10805	23.70	14726	21.80
51-60							34.60	6294	27.25	11008	24.95	14424	22.55
61-70							35.55	6248	27.75	11232	26.00	14198	23.10
71-80							36.65	6412	29.40	10995	26.95	14849	24.95
81-90							37.55	6550	30.70	10774	27.60	14999	25.85
91-100							38.15	6605	31.50	10603	27.75	15127	26.25
101-110							38.60	6698	32.30	10678	28.75	14806	26.60
111-120							39.35	6649	32.75	10637	29.05	14874	27.00
121-130							40.05	6716	33.65	10452	29.35	15001	27.50
131-140			,				40.90	6770	34.55	10528	30.30	15171	28.75
141-150							41.25	6803	35.10	10675	31.15	14927	29.15
151-160							42.50	6808	36.20	10715	32.30	14989	30.25
161-170							43.80	6804	37.20	10549	32.75	15105	30.85
171-180							44.85	6732	37.80	10687	33.65	15105	31.80

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	500		1000	<del></del>	2000		5000		8000		12000		16000
	TO		TO		TO		TO		TO		TO		LBS
	999	BREAK	1999	BREAK	3999	BREAK		BREAK		BREAK		BREAK	
MILES	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	OVER
181-190							45.45	6822	38.80	10689	34.55	15079	32.60
191-200						_	46.25	6841	39.50	10951	36.10	14932	33.65
201-220							47.50	6880	40.90	10939	37.20	15078	35.10
221-240							48.75	6867	41.90	11056	38.60	15002	36.20
241-260							49.65	6861	42.55	11144	39.50	15195	37.55
261-280							51.10	6968	44.50	11083	41.10	15328	39.35
281-300							52.05	6954	45.20	11278	42.50	15370	40.90
301-320							53.80	7020	47.25	11309	44.50	15229	42.35
321-340							54.90	7033	48.35	11480	46.25	15348	44.35
341-360							56.40	7042	49.65	11482	47.50	15330	45.45
361-380							57.55	7105	51.10	11460	48.75	15245	46.55
381-400							59.00	7071	52.15	11470	49.85	15513	48.35
401-420							60.55	7143	54.10	11547	52.05	15260	49.65
421-440							61.20	7268	55.65	11458	53.10	15401	51.10
441-460							62.30	7254	56.50	11645	54.75	15221	52.15
461-480							63.85	7267	58.05	11622	56.20	15390	54.10
481-500							65.00	7311	59.35	11588	57.30	15518	55.65
501-520							66.90	7243	60.55	11503	58.05	15496	56.20
521-540							68.40	7156	61.20	11569	59.00	15319	56.50
541-560							69.35	7125	61.80	11604	59.75	15412	57.55
561-580							70.95	7139	63.30	11484	60.55	15572	58.95
581-600							71.65	7171	64.15	11463	61.40	15577	59.75
601-620							73.10	7245	66.20	11469	63.30	15418	61.00
621-640							74.40	7190	66.90	11465	63.85	15358	61.40
641-660							75.40	7184	67.75	11463	64.70	15405	62.30
661-680							76.50	7157	68.40	11615	66.20	15444	63.85
681-700			_				77.80	7194	70.00	11615	67.75	15642	66.20
701-725							78.90	7199	71.10	11576	68.50	15622	66.90
726-750							79.85	7292	72.75	11543	70.00	15630	68.35
751-775							81.55	7276	74.15	11492	71.10	15588	69.20
776-800							83.05	7254	75.30	11592	72.75	15436	70.20

### **SECTION IV**

# Additional Services and Charges

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#### SECTION IV ADDITIONAL SERVICES AND CHARGES

#### ITEM 1

#### PACKING AND UNPACKING

Rates include packing, the use of packing containers and materials from origin to destination, and unpacking. Rates do not include unpacking WHEN:

- 1. Shipper elects not to have unpacking performed and elects to retain the containers and specifically directs carrier or its agent not to perform unpacking.
- 2. Shipper elects not to have unpacking performed at time of delivery and specifically so directs carrier or its agent.
- 3. Shipment is delivered to a warehouse (EXCEPT when delivery to warehouse is for storage-in-transit and delivery from warehouse is made within the storage-in-transit period provided in applicable rules).

SERVICE (Packing and Unpacking)	PER	RATES (in Dollars/cents)
DRUM, DISH-PACK: (Drum, dish-pack, barrel, or other specially designed containers of not less than 5 cu. ft. capacity, for use in packing glassware, chinaware, bric-a-brac, table lamps, or similar fragile articles)	Each Each Each Each Each	9.75 15.50 20.00 23.00
MATTRESS COVER: (Paper or plastic)	Each Each Each Each Each	10.00 25.00 80.00 95.00

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#### ITEM 2

#### OVERTIME PACKING AND UNPACKING

When both packing and unpacking are performed before 8:00 a.m. or after 5:00 p.m., on weekdays, or during any hour on Saturdays, Sundays, or legal holidays (national, state, or municipal), rates in this item apply.

SERVICE (Overtime Packing and Unpacking)	PER	RATES (in dollars)
DRUM, DISH-PACK: (Drum, dish-pack, barrel, or other specially designed containers of not less than 5 cu. ft. capacity, for use in packing glassware, chinaware, bric-a-brac, table lamps, or similar		
fragile articles)	Each	50.00
1.5 cu. ft	Each	11.00
3 cu. ft. (Not less than 200 lb. test)	Each	17.00
4 1/2 cu. ft. (Not less than 200 lb. test)	Each	22.00
6 1/2 cu. ft. (Not less than 275 lb. test)	Each	25.00
Note 1: When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.		
WARDROBE CARTON: Not less than 10 cu. ft.	Each	25.00
MATTRESS COVER: (plastic or paper)	Each	12.00
paintings, glass or marble tops, and similar fragile articles)	Each	30.00
Overtime Packing and Unpacking: Flat Screen TVs	Each	125.00

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ITEM 6 - BULKY ARTICLES, LOADING/UNLOADING CHGS., WGT. ADDITIVES

SERVICE (Bulky Articles, Loading/Unloading Charges, Wgt. Additives)	PER	RATES (in dollars)
When a shipment includes bulky articles as named below, the following additional loading and unloading charge or weight additive		
will apply: LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such		
article, and applies each time loading and unloading service is required (except for carrier convenience).		
AIRPLANES OR GLIDERS	Each	217
AUTOMOBILES, TRUCKS, OR VANS	Each	153
BOAT, SAILBOATS, AND BOAT TRAILERS (See Weight Additives)		
FARM TRACTORS HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over	Each	130
100 cu. ft	Each	151
MOWERS under 25 H.P.	Each	87
SNOWMOBILES OR RIDING GOLF CARTS	Each	87
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL	Each	141
TERRAIN VEHICLES 110 cc and over	Each	130
TRAILERS (other than boat trailers) CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or	Each	96
pickup trucks)CAMPERS MOUNTED ON PICKUP TRUCKS (apply above charge for trucks)	Each	250
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-up, not dismantled, in excess of 100 cu. ft.)	Each	165
HOME GYM EQUIPMENT - ELECTRONIC STAIRSTEPPERS, TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND		
BOWFLEXES	Each	87
LARGE SCREEN TV's (Over 50 inches)	Each	145
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	123

#### ITEM 6 (cont.)

WEIGHT ADDITIVES: When shipment includes a boat, sailboat, and/or boat trailer, the transportation charges will be based on the net scale weight of the shipment, <u>plus</u> a weight additive calculated in accordance with the table shown below:

BOATS 14 ft. and over in length: 115 pounds per linear foot of total length.

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BOAT TRAILERS any length: 75 pounds per linear foot.

CANOES, ROWBOATS 14 ft. and over: 40 pounds per linear foot.

SAILBOATS 14 ft. and over in length: 125 pounds per linear foot of total length.

NOTE 1: This weight additive will not apply to boats or sailboats less than 14 feet in length, nor on dinghies, kayaks, sculls, or skiffs of any size.

NOTE 2: When shipment contains two or more articles subject to weight additives, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

NOTE 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

The length of boats or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with foremost part of the bow. Manufacturer's length overall or center line length shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

NOTE 5: The length of Boat Trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to the foremost part of the trailer tongue. Manufacturer's length overall shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

EXCEPTION: This item will not apply when shipper orders Exclusive Use of a Vehicle under Rule 23.

#### **ITEM 7**

#### EXTRA PICKUP OR DELIVERY

SERVICE (Extra Pickup or Delivery)	PER	RATES (in dollars)
See Rule 42	Stop	75

#### ITEM 8

#### **AUXILIARY SERVICE**

SERVICE (Auxiliary Service)	PER	RATES (in dollars)
AUXILIARY SERVICE, necessary for pickup or delivery except as provided in Item 9. Applies to all auxiliary pickup or delivery services requested by the shipper. Subject to Rule 18 (Disposition of Fractions, etc.) and Rule 37 (Impractical Delivery or Auxiliary		
Service) Per additional vehicle (if used) Labor Charges: For rates to apply, see Item 4.	Hour	45

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#### ITEM 9

#### **WAITING TIME**

SERVICE (Waiting Time)	PER	RATES (in dollars)
WAITING TIME, not the fault of the carrier, per vehicle and driver Each Additional Man: For rates to apply, see Item 4.  NOTE 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 a.m. and 5:00 p.m., and free waiting time will be applicable only between these hours subject to the following allowable free waiting time: When shipment is traveling more than 100 miles but less than 200 miles, one (1) hour free waiting time will be allowed. Any time over one (1) hour will incur a fee.  NOTE 2: This item not applicable on Sundays or on all legal holidays (national, state, or municipal).  NOTE 3: This item will apply on shipments moving under Section III, Weight & Distance Rates for Moves Over 35 Miles.	Hour	76

#### **ITEM 10**

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#### **ITEM 11**

#### **EMPTY MILEAGE CHARGE**

SERVICE (Empty Mileage Charge)	PER	RATES (in dollars/cents)
EMPTY MILEAGE CHARGE: Empty miles traveled at request of shipper. (Subject to Rule 53)	Mile	1.00

#### **ITEM 12**

#### **DIVERSION CHARGE**

SERVICE (Diversion Charge)	PER	RATES (in dollars/cents)
DIVERSION CHARGE: The charge for each diversion in connection with a shipment will be	Each	10.40

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ITEM 13 Intentionally left blank

ITEM 14 Intentionally Left Blank

**ITEM 15** 

#### **REWEIGHING CHARGE**

SERVICE (Subject to Rule 29, Basis of Weight)	PER	RATES (in dollars/cents)
REWEIGHING CHARGE: Charge when reweighing done at request of shipper	Service	45.00

#### **ITEM 16**

#### WRAPPING AND PADDING MATERIALS

SERVICE (Wrapping and Padding Materials)	PER	RATES (in dollars/cents)
WHEN REQUESTED BY SHIPPER Bubble Wrap and Padding Paper Padding Rolls of Packing Tape Shrink Wrap.	Bundle Each. Each Roll	22.00 2.00 1.50 15.00

**ITEM 17** 

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**ITEM 18** 

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**ITEM 19** 

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**ITEM 20** 

#### ELEVATOR, STAIR, AND EXCESSIVE DISTANCE CARRY CHARGES

SERVICE	PER	RATES (in
(Elevator, Stair, and Excessive Distance Carry Charges)		dollars/cents)

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EXCESSIVE DISTANCE CARRY CHARGES involved in pickup or delivery, including EXCESSIVE DISTANCES (Subject to Note 1): Where pickup or delivery involves long carry, a charge will be assessed,	Per Instance	200
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NOTE 1: An extra carry, or long carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including elevator or stair distance for which charges herein apply) between the vehicle and:

- (a) The entrance or door of a detached or single-family dwelling, or
- (b) The applicable individual apartment within a multiple occupancy building.

#### **ITEM 21**

#### **PROMOTIONS**

NetMOVE shall apply the following promotions, in a uniform and nondiscriminatory fashion:

A promotional discount of 10% on charges for labor services will be applied for a customer who is either a student, active-duty military, disabled veterans, and senior citizens (age 65 or over) that provide proper proof of same.

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## **SECTION V**

## **Definitions**

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#### **DEFINITIONS**

- **CARRIER** Motor carrier of household goods.
- **COMMISSION or SCPSC** South Carolina Public Service Commission.
- **CONSIGNEE** The person named in the bill of lading to whom or to whose order the bill promises delivery.
- **CONSIGNOR** The person named in the bill of lading as the person from whom the goods have been received for shipment.
- **DEBTOR** The person(s) and/or corporation(s) obligated to pay a freight charge of a carrier.
- **ESTIMATED COST OF SERVICES** A written document prepared by the carrier and furnished to the shipper, which shows the total cost estimated by the carrier for the services as described thereon.
- **HOUSEHOLD GOODS** Any personal effects and property used or to be used in a dwelling.
- MOTOR VEHICLE Any vehicle, machine, tractor, semi-trailer, or any combination thereof, which is propelled or drawn by mechanical power and used upon the highways within the State.
- **PACKING** Any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.
- **RATE** Any unit charge for services including the rating, governing rules, and accessorial charges applying in connection with that service.
- **SHIPMENT** A quantity of property tendered for transportation to one carrier at a time on one shipping document by:
  - (a) One shipper at one point of origin for one consignee at one point of destination; or
  - (b) One shipper at more than one point of origin for one consignee at one point of destination: or
  - (c) One shipper at one point of origin for one consignee at more than one point of destination (Extra Delivery); or
  - (d) One shipper at more than one point of origin or one shipper at more than one point of destination (Extra Pickup and Extra Delivery).

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- **SHIPPER** The party which contracts with a carrier to cause property to be moved from one place to another.
- STORAGE-IN-TRANSIT Storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 180 days.
- **UNPACKING** Any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

#### **ABBREVIATIONS**

cont	continued
cu. ft	cubic foot or cubic feet
cwt	hundredweight
lbs	. pounds
lin. ft	. linear foot
no	number
wgt. or wt	.weight

#### HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

PSC

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NetMOVE 2032 Gateway Boulevard, Charlotte NC 28208 Office Line: 704-323-4061

DOT #3231685 MC # 01013365 LECTRON

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NICASE OF NEED CONTACT TRAFFIC CONTROL MGRI AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO. ◀ SHIPPER CONSIGNED TO ADDRESS \_\_\_\_ ADDRESS \_\_\_ ELEV. \_\_\_\_\_TEL. \_\_ FLOOR \_\_\_\_\_ TEL. \_\_ FLOOR\_ CITY m CITY \_ STATE STATE \_\_\_ **NOTIFICATION OF WEIGHT & CHARGES** HERBIRE CHART MATERS SHPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS ON HELITAGE POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES **ADDRESS** RECEIVED SUBJECT TO ROUTING RATES, RULES AND REGULATIONS IN 25 **GENERAL** TARIFF CONDITIONS: \_ SEC. \_ **WEIGHT AND SERVICES** INVOICING CU. FR D SPACE RES. \_ GOV'T, BAL No. EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE BILL CHARGES TO DECL USE OF VEH. CU.FE RATE CHARGES TARE GROSS TRANSPORTATION \_\_\_\_\_MILES \_\_\_ Ū THIS SHIPMENT WILL MOVE BUBLIECT TO THE RULES AND CONDITIONS OF THE CARRIER & TAMIFF, ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPERHEREBYRELFASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEPTING.

THE CARRIER'S LIABBILITY FOR LOSS AND DAMAGE WILL BE, 60 ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) ... ADD'TL. TRANS. (SURCHARGE)\_\_\_\_\_ ORIG. Docket EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_BY \_ EXCESSIVE CARRY \_\_\_\_ELEVATOR \_\_\_ R DB. PER ARTICLE UNDERS A GREATE ACUNT IS SPECIFED BY THE SHIPPER. PIANO HANDLING: OUT \_\_\_\_ HOIST\_ ADD'TL LABOR \_\_\_\_\_MEN FOR \_\_\_\_\_MAN HOURS \_\_\_ WAREHOUSE HANDLING \_\_\_\_\_ TRANSIT STORÁGE: FROM \_\_\_\_\_TO \_\_\_ SIGNED Shipper S.I.T. VALUATION CHARGE Date TIME RECORD 8 **APPLIANCE SERVICES** ORIGIN DUE START DEST. DUE FINSH OTHER CHARGES QUANTITY CARTAGE: TO WHSE . FROM WHSE . ORIG . DEST . MI ARA AM Customers Initials 0 BARRELS PM PM **Customers** Initials LESS THAN **CARTONS** 1 1/2 **CARTONS** 1 1/2 JOB HOURS **CARTONS** TRAVEL TIME \_ **CARTONS** 4 1/2 TOTAL HOURS \_ **CARTONS CRIB MATTRESS** TRANSPORTATION SERVICES WARDROBES (USE OF) HOURLY CHARGE MATTRESS CARTON NOT EXCEEDING 39 x 75 STRAIGHT TIME MATTRESS CARTON NOT EXCEEDING 54 x 75 VAN(S) \_\_\_\_ MEN \_\_\_HOURS AT\$ \_\_\_PER HR. MATTRESS CARTON EXCEEDING 54 x 75 OVERTIME SERVICES **MIRROR CARTONS** CRATES VAN(S) \_\_\_MEN \_\_\_ HOURS AT \$ \_\_\_PER HR. TRAVEL TIME HOURS at \$\_\_\_ TOTAL PACKING TOTAL CHARGES [] CHGE | PPD | C.O.D. | G.B.L. TOTAL CHARGES OTHER CHARGES \_\_\_\_\_ OTHER CHARGES \_\_\_\_ PREPAYMENT: COLLECTED BY .... PACKING BALANCE DUE: COLLECTED BY \_\_\_\_ DELIVERY ACKNOWLEDGEMENT: SHPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WE'RE PERFORMED.

CONSIGNEE

CONSIGNEE INSURANCE \_\_\_ TOTAL WAREHOUSE DATE DELIVERED BY WAREHOUSEMAN'S SIGNATURE) DRIVER \_\_\_\_

#### CONTRACT TERMS AND CONDITIONS

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Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defeator inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property or any part of it is packed, unpacked, or packed any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine (e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or the alien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contrast into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage.

occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier possession of the property when the loss, damage, injury or delay occurred within 30 days after delivery of the property (or in case of export traffic, within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon

(c) Any carrier or party hable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost. Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the property of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only; or at the option of the carrier. may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address

the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 30 days after notice of arrival of the property at destination shall have been duly state or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in a pursuance of canagraph of case once a week for two successive weeks in the case of canagraph of case once a week for two successive weeks in the case of canagraph of case once a week for two successive weeks in the case of canagraph of the property, the name of the party to whom consigned, and the case of canagraph of canagraph of the property is the case of the party to whom consigned, and the case of canagraph of canagraph of the property is the case of the party to whom consigned, and the case of the party to whom consigned of canagraph of the case of the party to whom consigned of

time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published, provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refunded or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other law 🚳 charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall

be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery. Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published

classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shell be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment. Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such charges, Provided, that, where the carrier has been instructed by the shipper of consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading the advances or tarticles shipped are not those described in this bill of lading the advances or tarticles shipped are constituted by the shipped are constituted by the shipped are solved to the carrier or require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill

of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.